

UNITED STATES DISTRICT COURT

District of Massachusetts  
1 courthouse way, suite 2300  
Boston, Massachusetts. 02210  
617-748-9152

FILED  
IN CLERKS OFFICE

2006 MAR 13 P 2:29

U.S. DISTRICT COURT  
DISTRICT OF MASS.

Rashid Jahm  
Pro se  
Plaintiff

Case No:05CV11638-JLT

Jury Trial Demanded

Great American insurance  
Manager Claim Dept Great American Insurance  
Professional Division  
2435 North Central expressway  
Suite 1400  
Richardson, TX. 75080  
Phone: (972) 437-7115  
Claim No.490503-53  
United state federal court case No. 05CV11638-JLT  
Previous Claim: 6000071  
Circuit court Case No. 02-10523-NI

**Plaintiff's request for default judgment against Great American insurance  
for failure to answer to Summon**

Plaintiff is requesting to Hon. Court to enter default judgments on defendant Great American insurance because Great American insurance has failed to answer to plaintiff's complaint, summon and other responses dated 11-7-05 even plaintiff called to remind for good cause that plaintiff has serve you summon one 11-7-05 on your old address and when plaintiff find out you have moved to new location and plaintiff has served at new address on 1-03-06 which was sign by E. Muller signed on return receipt. Affidavit from Plaintiff on Defendant **EXHIBIT (A)**  
**Page 7 Plaintiff filed affidavit of delivery with date and sign by defendant office person. and declaration supporting the application that the party Great American insurance has failed to plead and defend. And plaintiff is seeking default against great American insurance (Fed. R. Civ. P. 55(a); Fed. R. Bankr. P. 7055).**

Defendant Great American insurance is the insurer under **Professional liability** of Craig Noland and his law firm Smith, Haughey, Rice & Roegge under policy No; LPL 3559237-0. Defendant Great American insurance had intentional,

maliciously, refused to give claim No to plaintiff for law suit against Craig Noland in circuit court case 02-10523-NI Craig Noland falsified to great American insurance which is mentioned on letter to plaintiff on 3-6-03 by Sangeeta the claim attorney of great American insurance Professional Liability Division. She refused to give plaintiff claim No. **EXHIBIT (A) Page 1 2, 3.**

In order to get Claim No plaintiff has to approach to Michigan State insurance Div. And finally insurance give claim. Craig Noland told his insurer that case has been dismissed. That I filed the same case which was not true first case was about car accident which give rise to second law suit against Craig Noland **EXHIBIT (A) Page 1. 2, 6** and convince to Sangeeta not to give plaintiff policy detail of Craig Noland what is cover and what kind of coverage he has under his Professional Liability insurance. But great American refuses to give me policy detail.

Craig Noland Falsified to great American insurance that plaintiff has filed same case which was not true second case was about his misconduct and his violation of duty of care which he owe to plaintiff. In committing the acts of which reference is made in this complaint, Defendants have acted willfully, maliciously, wantonly, oppressively, intentionally, knowingly, fraudulently, in bad faith, and with reckless disregard of the consequences and with such entire want of care as raises the presumption of conscious indifference and malice toward Plaintiffs such as to entitle Plaintiffs to punitive damages of Ten Millions Dollars or Bar him from practice of Law for life under united state law; further, that Defendants acted with the specific intent to cause serious harm to Plaintiffs. Defendants' conduct was intentional and reckless and designed to cause severe damage to Plaintiffs. Further, Defendants' conduct was extreme and outrageous as those terms are defined in united state law and without justifiable legal excuse. Plaintiffs have suffered severe emotional distress because of Defendants' actions and plaintiff has been unable to maintain mental feeling of closures of the case. Defendant Mr. Craig Noland insulting plaintiff, I am sure in justice opinion will be disgraceful and hurtful toward plaintiff. Defendant racist, unwarranted, vicious attack on plaintiff was inhuman. Defendant causes plaintiff to question the purpose of

personal protected order. He is liable of all the suffering that plaintiff went through. His attacks on plaintiff were inhuman and irrelevant to the case. And acting above the law in the court encouraged and applauded by the trial judge and silently approved his purposeless and malicious actions. Hate, bigotry, and incivility did advance the cause of destroy legal right and constitutional right.

1. Strict Liability,
2. Fraud and Misrepresentation,
3. Conspiracy to Misrepresent, alter document and Commit fraud,
4. Violation of constitutional right, violation of due process
5. Intentional Infliction of emotional Distress,
6. Extortion,
7. Slander per Se.
8. Defamation
9. Libelous
10. Violation of MRC. 9.104(3) (4)

Filling of claim with insurance under professional insurance code instead of Auto accident insurance claim code with police car of Oct. 31. 1999.

Getting thousands of dollar checks from insurance company issuing on plaintiff name and never inform plaintiff and did not give any penny to plaintiff. Where are those checks? Why plaintiff was not informed?

Defendant great American Insurance.

11 Refuse to accept claim form professional malpractice claim.

12 And refuse to give me information about his type of insurance.

13 And refuse to give me information about what kind of professional insurance coverage he carries. And what is cover.

Great American insurance is liable for \$100,000 to plaintiff for not cooperating with Plaintiff. Plus other fees or expenditure might occur.

#### RELIEF REQUESTED

WHEREFORE, plaintiff prays that this Court:

A. Order defendant to disclose the requested policy detail in their entireties and make copies available to plaintiff;

B. Plaintiff relief is more than \$75000

C. Award plaintiff default judgment against great American insurance

D. Grant such other relief as the Court may deem just and proper.

Very Respectfully Submitted

DT: 03-10-06

Rashid Jahm  
49 Hallenan Ave  
Lawrence, MA.01841  
(978) 258-9419

CC:

Document mailed by us postal to all

Patrick Dolan

John A. Christopher

Stephen J. Duggan

Juliana deHaan rice

George L. McCarger

Mark E. Donnelly (P39281) Pro Hac Vice

Robert P. Powers,

Thomas R. Meagher

Judy E. Bregman

#### CERTIFICATE OF SERVICE

Dear Clerk

I hereby certify that a true copy of the foregoing document was served on all know parties herein by causing a copy of the same to be mailed, postage prepaid on March 10, 06.

Respectfully

Dated: 03-10-06

Rashid Jahm  
49 Hallenan Ave  
Lawrence, MA.01841  
978-258-9419

Professional Liability Division  
1755 North Collins Boulevard  
LB #506  
Richardson, TX 75080-3638  
972.437.7101 ph  
800.531.2297  
972.437.7144 fax

Sangeeta Kuruppillai  
Claims Attorney



March 6, 2003

**Certified Mail #7002 2410 0005 3155 3567**

Rashid Jahm  
3009 Eastern SE, Apt. 303E  
Grand Rapids, Michigan 49508

**RE: Insured: Smith, Haughey, Rice & Roegge, P.C. Craig R. Noland)**

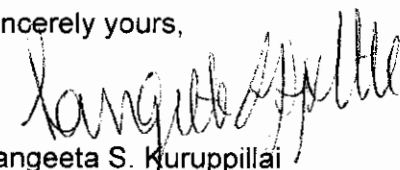
Dear Mr. Jahm:

This letter is in response to your letter dated February 12, 2003 asserting a claim against Craig R. Noland with the firm of Smith, Haughey, Rice & Roegge, P.C. Your letter states that you are filing a claim against Mr. Noland for "defamation, falsifying statement, tampering with photo of the scene, Altering documents, Accusation, Humiliating, Slandering, Per Se, Libelous, Violations of Civil Right, Violation of Due Process, Violations of bill of right and Violations of MRC.9.104(3)(4)(6)."

Based upon my review of the claim, I am denying your claim against Mr. Noland. Mr. Noland has never represented you in any matter. Mr. Noland represented the City of Walker and one of its police officer in a case brought by you arising from a motor vehicle accident; thus, Mr. Noland did not represent you, but the parties you sued. The case was tried to a jury in August of 2002 and the jury returned a verdict in favor of the City and the police officer.

You subsequently filed suit against Mr. Noland on October 22, 2002 setting forth the same allegations as set forth in your letter to Great American Insurance dated February 12, 2003. The suit against Mr. Noland was recently dismissed by the court in its entirety. Your claim against Mr. Noland is without merit and it is being denied.

Sincerely yours,



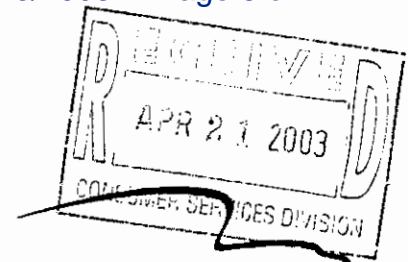
Sangeeta S. Kuruppillai  
Claims Attorney

SSK/dla



Professional Liability Division  
1755 North Collins Blvd.  
LB #506  
Richardson, TX 75080-3638  
972.437.7139 ph  
972.437.7144 fax  
800.531.2297 toll-free

J. E. Ted Turner  
Claims Attorney



**GREATAMERICAN.**  
INSURANCE GROUP

April 15, 2003

**VIA FACSIMILE 517-241-3991**

Ms. Carmen Holben, Analyst  
Michigan Division of Insurance  
Consumer Services  
P.O. Box 30220  
Lansing, MI 48909-7720

**RE: Rashid Jahm**  
**Your File No. 52837-001**  
**Insured: Smith, Haughey, Rice & Roegge**

Dear Ms. Holben:

I am in receipt of your letter of April 4, 2003 regarding the complaint filed by Rashid Jahm. We have investigated this matter and can provide you the following response.

We are the legal malpractice carrier for Smith, Haughey, Rice & Roegge ("Smith Haughey"), a law firm. We do not insure Mr. Jahm

Smith Haughey turned in a claim to us being asserted by Mr. Jahm against it. We began investigating this matter and learned that Mr. Jahm had previously filed a lawsuit against Smith Haughey and that this lawsuit had been dismissed by a trial court in Michigan. Although the lawsuit has been dismissed, Mr. Jahm, without the aid of a lawyer, wants to refile the same lawsuit against Smith Haughey. We discussed this matter at length with Smith Haughey and discussed the matter on numerous occasions with Mr. Jahm, trying to explain to him that his claim against the law firm had been decided against him by the court. We encouraged Mr. Jahm to hire a lawyer if he intended to pursue the claim against the law firm. We never refused to provide him a claim number, and we have a file set up on this matter.

It was our insured's belief, which with we agree, that the claim was baseless and that no payment should be made under the law firm's legal malpractice liability policy.

I hope this is sufficient information for you to evaluate this matter and close your file. If you have any other questions regarding this matter, please feel free to contact me directly at (972) 437-7139 and I will be glad to assist you in any way I can.

Very truly yours,

Ted Turner  
Claims Attorney

[www.greatamericanlawyer.com](http://www.greatamericanlawyer.com)

cc: Thomas F. Blackwell  
Smith, Haughey, Rice & Roegge, P.C.  
200 Calder Plaza Bldg.  
250 Monroe Avenue, N. W.  
Grand Rapids, MI 49503-2251

Professional Liability Division  
1755 North Collins Boulevard  
LB #506  
Richardson, TX 75080-3638  
972.437.7153 ph  
800.531.2297  
972.437.7144 fax

Steve C. Couch  
Assistant Vice President Claims

July 2, 2003



Mr. Rashid Jahm  
3009 Eastern SE, Apt. 303E  
Grand Rapids, MI 49508

**RE: Our Insured: Smith, Haughey, Rice & Roegge**  
**Policy No: LPL 3559237-01**

Dear Mr. Jahm:

Your letter of June 24, 2003 addressed to Carl Linder has been forwarded to my attention for a response. This letter will confirm our previously representations to you that our Company insures the law firm of Smith, Haughey, Rice and Roegge, P.C. and its partners and associates, including Attorney Craig R. Noland, under a Legal Professional Liability Policy, policy number LPL 3559237-01, effective from November 4, 2002 to November 4, 2003. Although we have not assigned a formal claim number to this matter, we have opened an incident file internally in connection with your claim against Mr. Noland. As you may or may not be aware, we permitted Mr. Noland and his firm to defend themselves in connection with your claim against Mr. Noland.

It is our understanding that your claim against Mr. Noland was resolved by Court Orders dated January 7 and January 14, 2003, copies of which are attached hereto. As you can see from the Court's January 7, 2003 Order, the Court granted the Defendants', including Craig Noland's, Motions for Summary Disposition and Summary Judgment, thereby resolving your claims in favor of Mr. Noland. It is my understanding that those Orders are final.

I have consulted with our Insured concerning your request to provide you with a copy of its insurance policy and/or the details of its insurance coverage. Our Insured has adamantly objected to providing you any such information. Accordingly, we must respectfully deny your request for further information regarding our Insured's insurance policy, other than the acknowledgement that the Insured is presently insured by Great American Insurance Company under the above-referenced Legal Professional Liability Insurance Company.

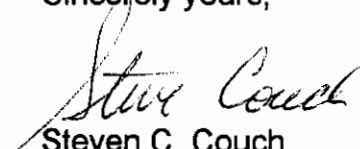


21

Rashid A. Jahm  
July 2, 2003  
Page 2

Consequently, as the Court has ruled on the claims asserted by you against Mr. Noland by granting Mr. Noland a Summary Disposition and Summary Judgment thereon, we must respectfully deny your claim.

Sincerely yours,

A handwritten signature in cursive script that reads "Steve Couch".

Steven C. Couch  
Asst. Vice President – Claims

SCC:bb  
Enclosures

Corporate Legal Department  
580 Walnut Street  
Cincinnati, OH 45202-3180  
513.369.5013 ph  
513.369.3655 fax



June 27, 2003

Mr. Jahm Rashid  
3009 Eastern SE  
Apt. 303E  
Grand Rapids, Michigan 49508

Re: **SMITH, HAUGHEY, RICE & ROEGGE**  
**POLICY NO. LPL 3559237**

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Dear Mr. Rashid:

This will acknowledge receipt of your letter dated June 24, 2003, received in our office on June 27, 2003, regarding the above-referenced file.

As this involves a Professional Liability Division Claims Handling matter handled by our Richardson, Texas office, I am referring your correspondence to that office for investigation and resolution. You should be receiving a response from that office conforming to the requirements of your letter.

If I may be of further assistance, please let me know.

Very truly yours,

**Great American Insurance Company**

By: 

Susan M. Papucci  
Customer Service Coordinator

cc:

Carter Hampton (original)  
Great American Insurance Company  
Legal Professional Liability  
1755 North Collins, LB 506  
Richardson, Texas 75080



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
OFFICE OF FINANCIAL AND INSURANCE SERVICES  
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
DAVID C. HOLLISTER, DIRECTOR

RONALD C. JONES, JR.  
ACTING COMMISSIONER

April 23, 2003

Mr. Rashid Jahm  
3009 Eastern SE, Apt. 303E  
Grand Rapids, MI 49508

Dear Mr. Jahm:

SUBJECT: Consumer Services File Number: 52837-001  
Company/Entity Contacted: Great American Insurance Company

This is in follow up to the additional information you provided regarding a insurance complaint against Mr. Craig Noland.

Per the attached response from Great American, they already have a file regarding this matter. I understand that you previously had a lawsuit against Smith, Haughey, Rice & Roegge and that this suit was dismissed. However, it appears that you are re-filing the same lawsuit.

Our authority is over the insurance company. With the additional information you have provided, Great American has acknowledged that you have/had an existing claim number. That is the extent of our authority in this matter.

Thank you for allowing us to be of assistance to you. Your file is now closed.

Sincerely,

A handwritten signature in cursive script that reads "Carmen S. Holben".

Carmen Silvas Holben  
Analyst, Consumer Services

Enclosure

FILED  
CLERK'S OFF.  
2006 JAN 31 P 12:4

U.S. DISTRICT COURT  
NORTH DAKOTA  
DISTRICT OF

7  
Madavil from Plaintiff  
For delivery

Plaintiff Rashid Jalim has deliver the complaint  
and summons on Defendant Great American  
Insurance at the business place at

Jim Carter

2435 North Central Expressway  
Suite 1400

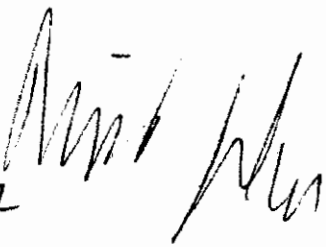
Richardson, TX. 75080

and proof of service is Attached with  
the summons.

Respectfully

Rashid Jalim

Pro se



1-31-06